

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
DETROIT THERMAL, LLC,)	Case No. U-18427
for approval of a steam sales agreement.)	
_____)	

At the July 31, 2017 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
Hon. Norman J. Saari, Commissioner
Hon. Rachael A. Eubanks, Commissioner

ORDER

On July 3, 2017, Detroit Thermal, LLC (Detroit Thermal), filed an application for *ex parte* approval of a steam sales agreement with the County of Wayne (County) and the Detroit Wayne Joint Building Authority (Authority). Detroit Thermal states that it, the County, and the Authority explored several proposals for the provision of service. Detroit Thermal, the County, and the Authority recently executed a steam sales agreement, attached as Exhibit A, for a two-year period.

The charge for any steam delivered to the County and the Authority was at least equal to Detroit Thermal's published steam service rate and thus does not represent a discount from Detroit Thermal's tariff rate. Both the customers and the company will benefit from the agreement.

Detroit Thermal is not requesting any ratemaking determinations or any change in the rates or costs of service to other customers. Approval of the agreement does not increase any other

customer's rate; therefore, the Commission may approve the contract without providing notice or an opportunity for a hearing, pursuant to MCL 460.6a(1).

The Commission finds that the steam sales agreement is reasonable and in the public interest, and should be approved. *Ex parte* approval of the application is appropriate.

THEREFORE, IT IS ORDERED that the steam sales agreement between Detroit Thermal, LLC, the County of Wayne, and the Detroit Wayne Joint Building Authority, attached to this order as Exhibit A, is approved.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance of this order, pursuant to MCL 462.26. To comply with the Michigan Rules of Court's requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General - Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General - Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

Norman J. Saari, Commissioner

Rachael A. Eubanks, Commissioner

By its action of July 31, 2017.

Kavita Kale, Executive Secretary

DETROIT THERMAL, LLC STEAM PURCHASE AGREEMENT

THIS AGREEMENT, between Detroit Thermal, LLC, an Ohio limited liability company, 541 Madison Ave., Detroit, MI 48226, hereinafter called "DETROIT THERMAL or the COMPANY", and the County of Wayne, a Michigan charter county; billing address: 600 Randolph, 5th Floor, Detroit, MI 48226, hereinafter called the "COUNTY" and Detroit Wayne Joint Building Authority, 2 Woodward Ave., Detroit, MI 48226, hereinafter called the "AUTHORITY", each hereinafter called a "CUSTOMER" and collectively called the "CUSTOMERS", is for a supply of steam to be delivered by the COMPANY to the following locations:

Service Addresses:

<i>County Service Addresses:</i>	<i>Authority Service Addresses:</i>
525 Clinton, Detroit, MI 48226—Division II/Old Wayne County Jail Annex	2 Woodward Ave., Detroit, MI 48226—Coleman A. Young Municipal Center
1441 St. Antoine, Detroit, MI 48226—Frank Murphy Hall of Justice	
570 Clinton, Detroit, MI 48226—Division I/ Baird Detention Facility	
1326 St. Antoine, Detroit, MI 48226—New Juvenile Detention Facility	
1333 E. Forest, Detroit, MI 48207—Old Juvenile Court	

This Agreement supersedes any and all previous agreements for steam service provided by the COMPANY to the above stated service addresses. Steam service shall be delivered by the COMPANY and received and paid for by the CUSTOMERS under the following terms and conditions:

1. **SCOPE OF SERVICE.** Except to the extent this Agreement provides for different terms and conditions, the sale and delivery of steam under this Agreement is governed by the terms of the COMPANY's filed tariff, *MPSC No.1 – Steam*, as revised from time to time. A copy of the COMPANY's current filed tariff, *MPSC No.1 – Steam*, is attached to this Agreement as Exhibit A and is incorporated herein by reference. The terms of this Agreement shall apply in all cases where a conflict exists with the provisions of the COMPANY's filed tariff, *MPSC No.1 – Steam*. CUSTOMERS acknowledge that the COMPANY's filed tariff, *MPSC No.1 – Steam*, is revised from time to time and CUSTOMERS shall be bound by any such revisions to the tariff.
2. **TERM.** This Agreement shall be for a period of two (2) years beginning on the day after the date the Michigan Public Service Commission ("MPSC") issues an Order approving this Agreement.
3. **PRICE.** The COMPANY will charge and the CUSTOMERS will pay for steam service at a fixed rate of Twenty-Four Dollars and 75/100 (\$24.75) per Mlb. plus applicable taxes, including but not limited to State Sales Tax and City of Detroit Utility Users Tax, for all steam provided to the Service Addresses by COMPANY during the term of this Agreement. This flat rate price was

designed to approximate the rate the CUSTOMERS would have paid under the formula set forth in the CUSTOMERS' prior steam agreement, adjusted to compensate for increases in the COMPANY's cost for wholesale steam purchases.

4. **METERING & BILLING.** The COMPANY will meter each service address identified in this agreement for monthly steam consumption. The COMPANY may elect to provide separate bills for each service address or issue a single monthly bill to each CUSTOMER for all steam consumed at that particular CUSTOMER's service addresses. The COUNTY shall be responsible for the payment for all service and ancillary charges billed to the COUNTY's service addresses as identified above. The AUTHORITY shall be responsible for the payment for all service and ancillary charges billed to the AUTHORITY's service address as identified above.

5. **REQUIREMENTS.** During the term of this Agreement, (a) for the service addresses identified above, the COUNTY shall use steam energy procured from the COMPANY for all of its heating and domestic hot water needs and shall purchase all of its steam requirements exclusively from the COMPANY, and (b) for the service address identified above, the AUTHORITY shall use steam energy procured from the COMPANY for all of its heating needs and shall purchase all of its steam requirements exclusively from the COMPANY.

6. **ASSIGNMENT.**

a. The CUSTOMERS may assign this Agreement to another governmental entity if such entity is considered and recognized as a component unit of Wayne County. The CUSTOMERS may only exercise this assignment with written notice to the COMPANY and if such notice guarantees that such assignment does not affect the rights of the COMPANY under the terms of this Agreement.

b. The COMPANY may assign this Agreement without the CUSTOMERS' consent to a purchaser or other transferee of all or substantially all of its thermal energy business or a successor operator of its thermal energy business, provided that such purchaser, transferee or successor operator assumes the COMPANY's obligations under this Agreement. After such an assignment, the COMPANY shall have no liability or obligations to the CUSTOMERS.

c. If a CUSTOMER sells any of the properties described in the service addresses list set forth above, this Agreement shall not be assignable to the new owner of the sold property. In the event a CUSTOMER sells a property receiving steam service from the COMPANY, the CUSTOMER shall be responsible to the COMPANY for any services provided to the property in question until the CUSTOMER satisfies all of the following requirements:

1. Provide the COMPANY with written notification of the pending sale upon execution of an agreement to sell the property in question;

2. Provide the COMPANY with the identity and contact information of the purchaser of the property in question;

3. Provide the COMPANY with written notification of the anticipated closing date for the sale;

4. Schedule a final meter read on the closing date; and

5. Provide the COMPANY with written notification of the successful closing of the sale of the property in question.

Upon satisfaction of the foregoing requirements, the CUSTOMER shall not be responsible for any service provided to the property in question subsequent to the closing date.

7. **FINANCIAL RESPONSIBILITY.** In the event the COUNTY or the AUTHORITY shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment or performance of any obligation to COMPANY under this Agreement or any other contract between the parties hereto; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); (v) be unable to pay its debts as they fall due; or (vi) fail to perform its further obligations under this Agreement within five (5) business days of a reasonable request by the COMPANY, then the COMPANY shall have the right to withhold or suspend deliveries of steam or terminate this Agreement with five (5) days written notice, in addition to any and all other remedies available hereunder or pursuant to law.

8. **FORCE MAJEURE.** If COMPANY shall be delayed, hindered in, or prevented from the performance of any of its obligations under this Agreement as a result of Force Majeure (as hereinafter defined), it shall not be liable for loss or damage for the failure or be liable to CUSTOMERS for a breach of contract. "Force Majeure" shall mean any period of delay which arises from or through Acts of God; strikes, lockouts or labor difficulty; explosion, sabotage, accident, riot or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the CUSTOMERS; causes beyond the reasonable control of COMPANY; and delay, interruption or termination of steam, water, electricity, gas or other commodities supplied to COMPANY by third parties for reasons other than non-payment or non-performance by the COMPANY of its obligations under any applicable supply contract.

9. **SEVERABILITY.** The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

10. **NOTICE.** Except as otherwise specifically provided for in this Agreement, all notices, statements, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, sent by telefacsimile, or forwarded by courier (such as Federal Express) in each case against written receipt or confirmation, to the following addresses:

If to COMPANY:

Detroit Thermal, LLC
Attention: Joe Haak – Vice President Finance
541 Madison Ave.
Detroit MI 48226
Telephone: (313) 378-2858
Fax: (313) 963-7285

If to COUNTY:

County of Wayne
Director of Capital Planning and Facility Management
Karla Henderson
500 Griswold
Detroit, MI 48226
Telephone: (313) 224-6673
e-mail: khenderson@waynecounty.com

If to AUTHORITY:

Detroit-Wayne Joint Building Authority
Executive Director
Gregory R. McDuffee
2 Woodward Avenue
Suite 1316
Detroit, MI 48226
Telephone: (313) 309-2300
Fax: (313) 309-2400
e-mail: gregory_mcduffee@dwjba.com

or to such other person or address as the addressee may have specified in a notice duly given as provided herein. All notices given in the foregoing manner shall be effective when received.

11. CAPTIONS. The paragraph headings are included solely for convenience and shall in no event affect, or be used in connection with, the interpretation of this Agreement and do not modify the provisions contained in the sections. If there are any disputes regarding the construction of this Agreement or any of its provisions, ambiguities or questions of interpretation will not be construed more in favor of one party than the other; rather, questions of interpretation will be construed equally as to each party.

12. COSTS. In the event the COUNTY or the AUTHORITY default in their obligations under the terms of this Agreement, the defaulting CUSTOMER shall be liable to the COMPANY for any costs incurred by the COMPANY, including, without limitation, all reasonable attorneys' fees and court costs, disbursements and other expenses incurred by the COMPANY arising out of such default or the enforcement of this Agreement.

13. **ENTIRE AGREEMENT.** This is the entire Agreement and understanding between the parties and it supersedes all prior understandings and agreements regarding the subject matter addressed herein, whether oral or written.

14. **MODIFICATION.** This Agreement may not be amended, revoked, changed or modified except by prior written agreement executed by all parties. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is charged. The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of this Agreement nor shall any waiver authorize the nonobservance of any other occurrence of the same or of any other covenant or condition thereof.

15. **REPRESENTATION.** The Parties represent and acknowledge that they have had full opportunity to seek the legal advice of the attorney of their choice, have relied upon the legal advice of their attorney, and that the terms of this Agreement have been completely read and explained to them by their attorney, and that those terms are fully understood and accepted by them.

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be enforceable, and all of which together shall constitute one agreement.

17. **APPROVAL.** This Agreement is explicitly conditioned upon approval in its original form by the MPSC, the Wayne County Commission and the Wayne County Executive.

18. **TERMINATION BY WAYNE COUNTY COMMISSION.** COMPANY acknowledges the right of the Wayne County Commission by a two-thirds vote, to terminate the Agreement for a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code and to debar the COMPANY from any further work for or sales to the COUNTY for up to three (3) years, pursuant to the terms of Article 6 of the Procurement Ordinance. In the event the Wayne County Commission votes to terminate this Agreement pursuant to this provision, this Agreement shall terminate as to both the COUNTY and the AUTHORITY.

19. **WITHDRAWAL.** Upon execution of this Agreement by DETROIT THERMAL and CUSTOMERS, the COUNTY shall file with the MPSC in Case No. U-18153 a notice of request for withdrawal of their intervention in that matter or a Statement of Non-Objection to any Settlement Agreement filed in that case. Except for actions arising out of this Agreement, CUSTOMERS, during the term of this Agreement, will not intervene, nor seek to intervene, in any matter before the MPSC involving Detroit Thermal.

20. **JURISDICTION AND CHOICE OF LAW.** The MPSC shall be the exclusive forum for any claims by CUSTOMERS against COMPANY arising out of or related to the rates for service or services provided under the terms of this Agreement or otherwise within the jurisdiction of the MPSC. This Agreement is subject to Michigan law, without regard to conflict-of-law principles.

21. **INSURANCE.** The COMPANY, at its expense, must maintain during the term of this Agreement the following insurance:

a. Workers' Compensation Insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

b. Comprehensive General Liability (CGL): Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit.

c. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the CUSTOMERS, render inadequate the insurance limits, the COMPANY will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The additional premiums or other costs of such additional insurance required by CUSTOMERS shall be paid by CUSTOMERS upon demand by the COMPANY. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations.

22. INDEMNIFICATION.

a. To the fullest extent permitted by law, the COMPANY agrees to save harmless the CUSTOMERS against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees, and expenses of attorneys, expert witnesses and other consultants), which may be imposed upon or incurred by the CUSTOMERS arising out of DETROIT THERMAL's provision of steam service to CUSTOMERS during the term of this Agreement, but only to the extent of the negligence attributed to such acts or omissions by the COMPANY, or any of its personnel, employees, consultants, agents, or any entities associated (directly or indirectly) or subsidiary to the COMPANY now existing, or to be created, their agents and employees for whose acts any of them might be liable.

b. In no event shall the indemnity contained herein be deemed to cover liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees, and expenses of attorneys, expert witnesses and other consultants) arising from the negligence, tortious acts, errors or omissions of the CUSTOMERS or any third parties.

c. The COMPANY cannot hold the CUSTOMERS liable for any personal injury incurred by the employee(s), agents or consultants of the COMPANY while working on this Agreement which is not held in a court of competent jurisdiction to be directly attributable to the gross negligence of the COUNTY and AUTHORITY or any employee of the COUNTY and AUTHORITY acting within the scope of their employment.

d. For purposes of Section 22 (Indemnification), the term "CUSTOMERS" includes the County of Wayne and the Detroit Wayne Joint Building Authority and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents and employees.

e. This indemnity applies without regards to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity survives delivery and acceptance of services.

f. This indemnity must not be construed as a waiver of any governmental immunity the CUSTOMERS, their agencies, or employees have as provided by statute or modified by court decisions.

23. ETHICS IN CONTRACTING.

a. The COMPANY must comply with Article 12 of Chapter 120 of the Wayne County Code governing "Ethics in Public Contracting."

b. COMPANY'S material misrepresentation or delinquency in the disclosures required by section 120-225 of the Wayne County Code constitutes a material breach of this Agreement, sufficient to warrant immediate termination.

c. If the COUNTY determines that the COMPANY has made a material misrepresentation or is willfully delinquent or knowingly evasive in the disclosures required by section 120-225, the COMPANY and any other business which has substantially the same principal beneficiaries (as defined in section 120-238 of the Wayne County Code), may be debarred by the Purchasing Director, pursuant to Article 6 of Chapter 120 of the Wayne County Code, from competing for any further COUNTY contracts for up to three (3) years.

d. If the contract price is in excess of Twenty Thousand Dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the COMPANY knowingly collaborates in or induces a violation of any of the ethical standards that are set forth in sections 120-223, 120-224, 120-225, 120-228, 120-229, 120-231 or 120-233 of the Wayne County Code, the COUNTY has the right to impose any one or more of the following sanctions:

i. Immediately terminate the Agreement and require the Contractor to pay the COUNTY liquidated damages, and not a penalty of fifteen percent (15%) of the total Agreement compensation;

ii. Debar or suspend the COMPANY from consideration for competing for further COUNTY contracts; or

iii. Recover the value transferred or received in breach of the ethical standards by a COUNTY employee or other person.

24. NONDISCRIMINATION PRACTICES.

a. The COMPANY and its subcontractors must not:

i. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

ii. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.

iii. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment by the COMPANY indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, religion, familial status, height or weight.

iv. Except as permitted by rules and regulations promulgated pursuant to Article 11 of the Wayne County Code, headed "Equal Contracting Opportunity," or applicable state or federal law.

1. Make or use a written or oral inquiry or form of application that solicits or attempts to elicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, or weight of prospective employees;

2. Make or keep a record of that information or disclose that information;

3. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height, weight, or prior criminal conviction or convictions; or

4. Make, before or during the initial application process, background checks or oral or written inquiries as to prior criminal conviction or convictions.

v. Absolutely bar or otherwise preclude possible employment based on prior criminal conviction or convictions, provided that the prior criminal conviction or convictions is or are not directly related to the position being sought.

b. The COMPANY and its subcontractors must not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, familial status, marital status, creed, prior criminal conviction(s) or handicap. This Section does not apply if it is determined by the Division of Human Relations that the requirements are bona fide occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon the COMPANY.

c. The COMPANY agrees that its subcontractors shall be subject to and shall not violate the nondiscrimination provisions of section 120-192(a) of the Wayne County Procurement Ordinance in performing work on COUNTY contracts. The COMPANY shall notify its subcontractors that they shall be subject to said nondiscrimination provisions, and shall include said nondiscrimination provisions in its subcontracts. The COMPANY shall provide the County with a complete copy of any subcontractor agreement when requested.

d. If the Contract price is in excess of Twenty Thousand Dollars (\$20,000), the COMPANY shall comply with the slavery era disclosure requirements of section 120-192(f) of the Wayne County Procurement Ordinance, as implemented by the Wayne County Slavery Era Disclosure Affidavit the COMPANY will complete as part of the contract approval process. If it is subsequently determined by the Division of Human Relations that the COMPANY has not made a full disclosure in its affidavit of the information required by section 120-192, that failure shall constitute a substantial breach of the terms of this Contract, sufficient to warrant rescission of the Agreement, the institution of liquidated damages as set forth in subsection f of paragraph 24, and debarment from any further business with the COUNTY.

e. Breach of any section 120-192 of the Wayne County Procurement Ordinance or of the covenants in this Section may be regarded as a material breach of this Agreement.

f. If the COMPANY does not comply with the non-discrimination and affirmative action provisions of this Agreement, the COUNTY may impose sanctions, as it determines to be appropriate, including but not limited to:

i. Withholding of payments to the COMPANY under this Contract until the COMPANY attains compliance;

ii. Cancellation, termination or suspension of this Contract, in whole or in part;

iii. Disqualification from bidding on future contracts for a period of no more than three (3) years;

iv. Referral to Corporation Counsel for consideration of injunction, liquidated damages or other remedies; and/or

v. Because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain, the imposition of liquidated damages (not a penalty) in the amount of five hundred dollars (\$500) per day, for each day that the Company shall fail to comply with said requirements, as determined by the Purchasing Director, in consultation with the Director of Human Relations and Corporation Counsel. The liquidated damages shall first be setoff against the unpaid portion of the contract price, and the balance to be paid by the COUNTY.

g. If the contract is funded, in whole or in part, by federal funds and if the COUNTY has been authorized by the funding source to require an affirmative action commitment from companies who are to be paid from those funds, COMPANY must establish and implement a good faith plan and goal to eliminate the continuing effects of past discrimination, which is determined by the Division of Human Relations to be appropriate for that purpose.

h. In the event that this Agreement is or becomes subject to federal or state law which conflicts with the requirements of Article XI of the Wayne County Code, the provisions of the federal or state law shall apply and the Contract shall be interpreted and enforced accordingly.

25. COMPLIANCE WITH CONSENT AGREEMENT.

a. The Parties acknowledge that the Agreement is subject to Public Act 436 of 2012, MCL 141.1541 to 141.1575 ("Act") and the Consent Agreement between the County and the State Treasurer N.A. Khouri effective from August 21, 2015 through October 18, 2016 ("Consent Agreement Effective Period"). A copy of the Consent Agreement is available at www.waynecounty.com/mb/consent-agreement.htm.

b. Upon written request of the COUNTY, the COMPANY shall promptly and fully provide all necessary and requested assistance and information, as specifically related to billings and meter readings in regards to this Agreement. Such assistance and information shall be provided pursuant to the Consent Agreement and the Act.

c. The COMPANY shall promptly provide notice to the Wayne County Executive if the COMPANY receives a request for assistance by an officer, employee, agency or contractor of the State Department of Treasury in regards to this Agreement.

d. To the extent that the COMPANY has knowledge or information of any action or omission, during the Consent Agreement Effective Period, in regards to this Agreement, by the County, the Wayne County Commission, the Wayne County Executive, or another officer of the County that could be considered, or that could lead to, a failure to comply with or breach of the Consent Agreement or of a violation of state or federal law, with respect to a matter relating to the Consent Agreement, including the Open Meetings Act, 1976 PA 267, the Uniform Budget and Accounting Act, 1968 PA 2,

or the Emergency Municipal Loan Act, 1980 PA 243, the COMPANY shall promptly provide notice to the Wayne County Executive.

e. If the Agreement is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the Wayne County Executive or the Wayne County Commission for approval until it has been submitted to the County's Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

f. To satisfy subsections c. and d., of this Section, the COMPANY shall provide notice to the County Executive by sending an email to consentagreement@waynecounty.com or by completing the submission form found at www.waynecounty.com/mb/consent-agreement.htm.

g. If this Agreement is considered "Debt" under the terms of the Consent Agreement, it may not be executed or submitted to the County Executive or County Commission for approval until it has been submitted to the County Chief Financial Officer for approval and verification that the required State Treasurer's approval has been received.

DETROIT THERMAL LLC

By: 

Name: Steven A. White

Title: President & Chairman

Date: 5/30/17

COUNTY OF WAYNE

By: 

Name: Bernard Parker, III

Title: Deputy Cfo of Staff

Date: 6/27/2017

Billing Address: Wayne County
Accounts Payable
500 Griswold
Detroit, MI 48226

DETROIT WAYNE JOINT
BUILDING AUTHORITY

By: 

Name: GREGORY R. MCCORR

Title: EXECUTIVE DIRECTOR

Date: 6-21-17

Billing Address:

2 WOODWARD AVE
SUITE #1316
DETROIT, MICH, 48226

EXHIBIT "A"

Original Copy

Detroit Thermal, LLC

Schedule Rates, Rules Regarding Sale of Steam In City of Detroit

MPSC #1

Michigan Public Service
Commission

October 10, 2005

Filed

AL

Issued: October 7, 2005
By: C. E. French
Detroit Thermal, LLC
541 Madison Ave.
Detroit, MI 48226

Effective for service rendered on and after
September 9, 2005.
Issued under authority of the
Michigan Public Service Commission
dated September 8, 2005
Case No. U-13691

DETROIT THERMAL, LLC
SCHEDULE OF RATES AND RULES
GOVERNING THE SALE OF STEAM
IN THE CITY OF DETROIT

Territory

The territory served by the steam system comprises an irregular strip in the center portion of the City of Detroit extending northward from the Detroit River approximately 3-1/4 miles, and varying, east and west of Woodward Avenue, from a width as narrow as one block to a width of about one mile at its widest part in the Downtown Business District.

Rules

All general rules, rates and contracts are subject to the approval of the Michigan Public Service Commission. Copies of the rules and rates for steam service as filed with and approved by the Michigan Public Service Commission (MPSC) are available at the Company's offices, 541 Madison Ave., Detroit, Michigan, 48226, for public inspection during regular business hours. The general rules or rates or charges may be revised, amended, supplemented or otherwise changed from time to time in accordance with approval of the MPSC, and such changes, when effective, shall have the same force as present general rules and rates and charges.

Michigan Public Service
Commission

October 10, 2005

Filed



Issued: October 7, 2005
By: C. E. French
Detroit Thermal, LLC
541 Madison Ave.
Detroit, MI 48226

Effective for service rendered on and after
September 9, 2005.
Issued under authority of the
Michigan Public Service Commission
dated September 8, 2005
Case No. U-13691

INDEX

	<u>Sheet No.</u>
Title Page	1.00
General Description	2.00
Index	3.00
Table of Contents – Checklist	4.00
General Rules	5.00
1. Applications	5.00
2. Limitations on Company Representatives	5.00
3. Application of Steam Service Rate Schedule	5.00
4. Character of Service	5.00
5. Service Connection	6.00
6. Customer's Equipment	6.00
7. Operation of Customer's Equipment	7.00
8. Company Equipment on Customer's Property	7.00
9. Right of Access to Customer's Property	7.00
10. Credit Requirements	8.00
11. Billing for Service	8.00
12. Alternate Billing Plans	8.00
13. Payment for Service	8.00
14. Information on Bills	9.00
15. Late Payment Charge	9.00
16. Disconnection of Service	9.00
17. Reconnection and Turn-On Charges	9.00
18. Single Point Supply	10.00
19. Exceptional Cases	10.00
20. No Prejudice of Rights	10.00
21. Return of Condensate	10.00
Metering and Metering Equipment	11.00
22. General	11.00
23. Multipliers and Constants	11.00
24. Accuracy of Metering or Metering Equipment	11.00
25. Accuracy of Demand Meters	11.00
26. Portable Indicating Instruments	11.00
27. Testing Equipment	12.00
28. Accuracy of Test Standards	12.00
29. Testing of Metering Equipment	13.00
30. Metering Equipment Records	13.00
31. Determination of Average Meter Errors	14.00
32. A Meter Bypass System	14.00
Steam Service Rate Schedule	15.00
33. General	15.01
33.1 Small Volume Service Rate	15.02
33.2 Medium Volume Service Rate	15.03
33.3 Large Volume Service Rate	15.04
33.4 Extra-Large Volume Service Rate	16.00
34. Steam Supply Cost Recovery Factors	17.00
35. Steam Supply Cost Recovery ("SSCR") Clause	17.00
36. Standard Refund Procedures for Steam Supply Cost Recovery and Supplier Refunds	21.00

Issued: October 11, 2016
By: J. Haak, Vice President
Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



Effective for service rendered on and after
the October 2016 billing month.
Issued under authority of the
Michigan Public Service Commission
dated October 11, 2016
Case No. U-18131

Table of Contents – Checklist

Sheet No.	Sheet Effective Date
Original 1.00	September 9, 2005
Original 2.00	September 9, 2005
Fifth Revised 3.00	October 12, 2016
Eighteenth Revised 4.00	April 2017 Billing Cycle
Original 5.00	September 9, 2005
Original 6.00	September 9, 2005
Original 7.00	September 9, 2005
First Revised 8.00	October 12, 2016
Original 9.00	September 9, 2005
Original 10.00	September 9, 2005
Original 11.00	September 9, 2005
Original 12.00	September 9, 2005
Original 13.00	September 9, 2005
Original 14.00	September 9, 2005
Sixth Revised 15.00	July 2016 Billing Cycle
Original 15.01	October 12, 2016
Original 15.02	October 12, 2016
Original 15.03	October 12, 2016
Original 15.04	October 12, 2016
Revised 16.00	See Sheet for Effective Date
Fifteenth Revised 17.00	October 2016 Billing Cycle
Sixth Revised 18.00	October 2016 Billing Cycle
Sixth Revised 19.00	October 2016 Billing Cycle
Eighteenth Revised 20.00	April 2017 Billing Cycle
Thirty First Revised 21.00	December 2008 Billing Cycle
Third Revised 22.00	December 2008 Billing Cycle
Third Revised 23.00	December 2008 Billing Cycle

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GENERAL RULES

1. APPLICATIONS

Application for service may be made at offices of the Company. If personal application is not convenient, the Company, in response to a request by mail or telephone, may provide service. However, the receipt of steam service shall bind the receiver as a customer of the Company subject to its general rules and rates and responsibility for the service used, whether such service is given under a signed agreement or not.

The Company reserves the right to reject application for service, or to place limitations on the amount and character of service, or to apply other charges if:

1. the use or pattern of steam consumption is unusual or of a peaking or backup nature, or
2. such service will adversely affect the steam service to existing customers, or
3. the cost of such service will involve excessive amounts of investment compared to revenue obtainable -therefrom, or
4. for any other good and sufficient reasons.

2. LIMITATIONS ON COMPANY REPRESENTATIVES

No representative of the Company has the authority to modify or change the general rules and rates or to bind the Company to any oral promises or representation contrary thereto. Any changes in general rules and rates for steam service must be mutually agreed upon by the customer and the Company and incorporated in written contract or rider.

3. APPLICATION OF STEAM SERVICE RATE SCHEDULE

The Steam Service Rate schedule is applicable to all customers that have not entered into a contract for steam service with the Company.

4. CHARACTER OF SERVICE

The Company will endeavor, but does not guarantee, to furnish continuous and adequate steam service, at minimum pressure of 10 pounds per square inch gauge. Service is subject to interruption by agreement, by accident, or by necessity of maintenance or system operation or other causes not under the control of the Company.

The Company will not be liable for damages, either direct or consequential, caused by any interruption of service or variation in steam pressure due to strike, accident, legal process or restriction, state or municipal interference, act of God, storm or flood, or other natural disasters or any cause whatsoever beyond its control except such as may result from failure of the Company to exercise reasonable care and skill in furnishing the service. The customer is advised to use its diligence to install and maintain suitable equipment if such occurrence might disrupt or damage its system operations, or equipment.

The customer must notify the Company, as soon as is possible, if its service is interrupted or is otherwise affected due to defects, leaks, trouble, accident, or any other cause.

(Continued on Sheet No. 6.00)

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541 Madison Ave.
Detroit, MI 48226

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(Continued from Sheet No. 5.00)

5. SERVICE CONNECTION

The customer shall provide a sketch showing the size of the Company's service connection and the point in which the service will be brought for all buildings, which are to be connected to the Company steam service facilities, but such information does not constitute an agreement, or obligation, on the part of the Company to furnish service. In the case of a building having no basement, a pit for service connection must be provided by the customer when so indicated on the service sketch.

All meters and one service valve, on customer's property, and all service lines, on public property, will be furnished and maintained by and remain the property of Company.

The Company will furnish steam service pipe connections by the most convenient route from its steam service facilities to the customer's equipment.

The Company, upon request by prospective customers within the established service area, may make extensions of its steam distribution facilities at its own expense provided the extension will not require an investment out of proportion to the revenue obtainable therefrom.

The customers are prohibited from making any unauthorized connection to the Company's steam service facilities and/or from making use of service without authority. Any customer found to be using service without notifying the Company will be liable for charges estimated or calculated by the Company according to the information available. Furthermore, the service will be subjected to immediate discontinuance, without notice until the obligations of the Company are met.

6. CUSTOMER'S EQUIPMENT

With the exception of Company owned steam service facilities, all of the steam system within the customer's property line is the property of the customer who shall have sole responsibility for its safe installation, maintenance, and operation. The Company may furnish a primary pressure reducing valve if, in the Company's opinion, main pressure at that location of the steam system warrants such an installation.

The customer shall notify the Company of any changes in its system, which may affect its use of, or metering of, service. The Company has the right to seal any of the customer's equipment. No such seal shall be broken without the consent of the Company.

The Company reserves the right to refuse supply of service if, in its opinion:

- (a) the customer has installed defective equipment, or
- (b) the customer's equipment does not comply with the Company's rules and regulations defined herein, and City of Detroit and any other applicable safety standards, or
- (c) the customer's equipment is in violation of the Company's standard requirements, or
- (d) the customer's equipment might injuriously affect the equipment of the Company or as determined by the Company or in the opinion of the Company adversely affect Company's service to other customers.

(Continued on Sheet No. 7.00)

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(Continued from Sheet No. 6.00)

7. OPERATION OF CUSTOMER'S EQUIPMENT

The customer is responsible for the operation of its system. Any abnormal operation which results in increased steam consumption or additional charges is not the fault of the Company. The steam service valve, which is furnished by the Company, and may be located in the customer's building, is intended for use by the Company and not by the customer. The customer shall install and operate its own shut-off valve.

It is the customer's responsibility to maintain its system so that steam does not reach the condensate meter, if this type of meter is used. The Company will maintain the customer's master steam trap in the condensate line for protection of its meter.

Although the Company is available to assist the customer in planning its system and selection of equipment, it is the customer's responsibility to make the final selection and installation, of its system.

It shall be the responsibility of the customer to notify the Company as soon as possible and repair, as soon as possible, any water or condensate leaks which would cause a condensate meter to register high or low, and to repair, within 10 days, any valve leak on a shuntflow meter system which would cause the meter to register low.

Emergency Service to shut off the steam service is available without charge. Minor adjustments to the customer's system will be made at a charge sufficient to cover the Company's cost of providing this service, but not less than \$60.00 during regular working hours, or \$100.00 outside regular working hours. List price will be charged for materials. No major alterations, installations, or repairs will be made by the Company without a prior written agreement between the Company and the customer.

8. COMPANY EQUIPMENT ON CUSTOMER'S PROPERTY

The Company will keep in repair and maintain its own property installed on the premises of the customer. All equipment supplied by the Company shall remain its exclusive property, and the Company shall have the right to remove the same from the premises of the customer at any time.

The customer shall be responsible for the safekeeping of the Company's property and shall not permit any person except an authorized Company representative to break any seals or do any work on any meter or other apparatus of the Company located on the customer's premises.

In the event it is found that the Company's equipment is being tampered or interfered with, the customer, being supplied through such equipment, will be liable for the amount which the Company estimates is due for service but not registered on the Company's meter, and for any repairs or replacements required along with the costs of inspections, investigations and protective installations. The Company may also, at its option, disconnect the service if such abuses occur.

9. RIGHT OF ACCESS TO CUSTOMER'S PROPERTY

As a condition of taking service, authorized employees and agents of the Company shall have access to the customer's property at all reasonable hours to install, inspect, read, repair, or remove the Company's

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Detroit, MI 48226

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(Continued from Sheet No. 7.00)

meters, and to install, operate, and maintain other Company property, and to determine the connected steam load, and to inspect if any unmetered service is being used. Failure to provide access for any of the above reasons may result in termination of service. Such right of access shall not be deemed to impose any duty upon the Company regarding the property of the customer.

Authorized Company employees and agents shall carry identification furnished by the Company and shall display it upon request.

10. CREDIT REQUIREMENTS

The Company may require the customer to make a reasonable cash deposit at any time to secure the prompt payment of the bills. The Company will pay interest on such deposits for the time the deposit is held by the Company and service is taken by the customer.

If at any time the Company deems any cash deposit to be inadequate, the customer may be required to make an additional deposit. Such deposits may be used to satisfy any unpaid balance on a closed account, but will not be applied to bills owing on an active account. Any remaining balance of a deposit and accrued interest will be returned to the customer upon termination of its service.

11. BILLING FOR SERVICE

Bills for service are rendered monthly. Meters will be read on a monthly basis on approximately the same day each month. Readings may be estimated when conditions warrant. Bills rendered on estimated readings have the same force and effect as bills rendered on meter readings. The Company may bill its customers in accordance with the Levelized Billing option at the election of the customer and approval by the Company.

12. ALTERNATE BILLING PLANS

- A. **Levelized Billing Plans.** For customers whose usage varies greatly from season to season, the Company offers a levelized billing payment option. Levelized billing will spread monthly payments evenly over a projected 12-month period based on the previous 12 months actual usage. Customers with less than 12 months of billing history will not be eligible.
- B. **Customized Billing Plans.** For customers whose business operations result in variations in monthly revenues that do not correspond with steam usage, or present other unique circumstances, the Company may, upon request, devise a customized billing or payment plan. Any such plan shall be at the sole discretion of the Company.

13. PAYMENT FOR SERVICE

The customer is responsible for payment of all bills for service used until service is ordered disconnected and the Company has had reasonable time to secure a final meter reading. The Company will permit each customer at least 21 calendar days from the date of mailing of each bill for payment in full. Payment after due date will result in assessment of a late payment charge as specified in Rule 15. If customer's service is disconnected for any reason other than the customer's order to disconnect, the customer is responsible for payment of all outstanding bills for service.

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Detroit Renewable Energy LLC
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(Continued from Sheet No. 8.00)

14. INFORMATION ON BILLS

Every bill rendered by the Company for metered steam service will state clearly:

- (a) The beginning and ending meter readings of the billing period and the dates thereof.
- (b) The due date.
- (c) Any previous balance.
- (d) The amount due for steam usage.
- (e) The amount due for other authorized charges.
- (f) The total amount due.
- (g) The number and kinds of units and rate code.

15. LATE PAYMENT CHARGE

A one-time late payment charge of 1 1/2% will be assessed upon the unpaid balance of any bill rendered for energy use or other approved rates and tariffs outstanding beyond the due date.

16. DISCONNECTION OF SERVICE

The Company reserves the right to refuse or to discontinue its service for any of the following reasons:

- (a) For non-payment of bills provided the bill remains unpaid ten (10) days after the bill due date and after at least five (5) days written notice has been given the customer. The bill due dates shall be a minimum of 21 calendar days from the date of physical mailing of the bill.
- (b) For failure of the customer to fulfill his contractual obligations for service or facilities furnished by the Company.
- (c) For failure to provide a surety deposit as required by the Company.
- (d) Without notice in the event of unauthorized use of service or tampering with the equipment owned by the Company.
- (e) For non-compliance with any rule established by the Company and filed with and approved by the Commission.
- (f) For failure of the customer to furnish and install the corrective equipment reasonably necessary in the judgment of the Company to eliminate interference where the customer's use of service interferes with the satisfactory operation of facilities of the Company, or any of its other customers, or of other public utility companies.

17. RECONNECTION AND TURN-ON CHARGES

Customers who desire the Company to turn off their service for the summer and turn it on in the fall will be charged \$60.00 during regular working hours, or \$100.00 outside regular working hours, for each service call in addition to the monthly minimum charge, if applicable. A charge of \$60.00 during regular working hours, or \$100.00 outside regular working hours, will be assessed for restoration of service discontinued for non-payment or any other breach of the Company rules. Whenever it is necessary to disconnect and restore service that has been cut at the street main - for non-payment, breach of Company rules, or at the

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541 Madison Ave.
Detroit, MI 48226

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(Continued from Sheet No. 9.00)

request of the customer - the charge will be sufficient to cover the costs incurred by the Company in cutting and restoring service, but not less than \$60.00 during regular working hours, or \$100.00 outside regular working hours.

18. SINGLE POINT SUPPLY

The rates are based upon the supply of service through a single supply and metering point for the total requirement at each separate premises of the customer. Separate supply for the same customer at other points of use shall be separately metered and billed.

19. EXCEPTIONAL CASES

The usual supply of steam service shall be subject to the provisions of MPSC, but where special service-supply conditions or problems arise for which provision is not otherwise made, the Company may modify or adapt its supply terms and application of the rates to meet the peculiar requirements of such case, provided that such modified terms are a rational expansion of standard provisions herein.

20. NO PREJUDICE OF RIGHTS

The failure by the Company to enforce any of the terms of MPSC or the schedule of rates shall not be deemed a waiver of its right to do so.

21. RETURN OF CONDENSATE

At the option of the Company, the condensate shall be required to be returned to the Company's boiler plan or become the property of the customer.

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Detroit, MI 48226

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METERING AND METERING EQUIPMENT

22. GENERAL

The quantity of steam used shall be determined by condensate meters, flow-meters, or other suitable devices. When condensate meters are employed to determine the quantity of steam used, they shall be placed as near as practical to the point of discharge from the building. The condensation from all steam supplied and used shall be passed through such meter. When flow meters are used, they should be placed as near as practical, to the point of the steam service. The customer shall not interfere with the normal flow of condensate through the heating system to the condensate meter, where such meter is used, or to the flow of steam through the flow meter. If any action by the customer or failure of its equipment results in improper metering, the Company shall prepare an estimate of the service used and bill the customer on that estimate. The estimate shall not be for less consumption than was registered on the meter for a similar period under normal conditions.

The meter, or any metering equipment, will be of commercially acceptable quality and will be furnished and maintained by the Company. The Company may, at any time, change or alter the meter or metering equipment to ensure that the steam supply is accurately measured or recorded.

23. MULTIPLIERS AND CONSTANTS

1. For chart recorders, the multiplier shall be marked on the chart.
2. For meters with registers, the multiplier shall be affixed to the meter nameplate or register.

24. ACCURACY OF METERING OR METERING EQUIPMENT

All meters shall be accurate to $100\% \pm 2.0\%$ registration. The accuracy of all steam meters used for high pressure industrial customers shall be $100\% \pm 2.0\%$ unless otherwise specified in a contract between the customer and the Company.

25. ACCURACY OF DEMAND METERS

A demand meter, demand register, or demand attachment used to measure customer's service will:

- (a) Be in a good operating condition.
- (b) Have proper constants, indicating scales, contact device, recording tape or chart, and resetting device.
- (c) Not register at no load.
- (d) Be accurate to $100\% \pm 2\%$ registration.

26. PORTABLE INDICATING INSTRUMENTS

All portable indicating instruments used for determining quality of service to customers, or for billing purposes, such as pressure gauges, potentiometers, temperature gauges, recorders, etc., will be checked for accuracy of $100\% \pm 2\%$ against suitable secondary reference standards at least once in each year or

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Detroit, MI 48226

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Case No. U-13691

(Continued from Sheet No. 11.00)

more frequently if the instrument has been damaged or its accuracy is questioned. A history and calibration record will be kept for each such instrument.

27. TESTING EQUIPMENT

- (a) The Company will maintain sufficient laboratories, meter testing shops, secondary standards, instruments, and facilities to determine the accuracy of all types of meters and metering equipment used by the Company. The Company may, if necessary, have all or part of the required tests made or its portable testing equipment checked by another utility or agency approved by the Michigan Public Service Commission, having adequate and sufficient testing equipment to comply, with these rules.
- (b) The following testing equipment constitutes minimum requirements which will be kept available by the Company:
 - 1. Portable indicating instruments of such various types as are required to determine the accuracy of all instruments used by the Company.
 - 2. Suitable standards which are not used for field work to check portable instruments used in testing.
- (c) The Company will provide and use primary standards consisting of precision instruments, timing devices, potentiometers, weight measures, pressure gauges, etc.

28. ACCURACY OF TEST STANDARDS

- (a) The accuracies of all primary reference standards will be certified as traceable to the National Bureau of Standards, either directly or through other recognized standards laboratories. These standards will be certified at the time of purchase and at subsequent intervals.
- (b) Secondary standard indicating instruments will be of suitable accuracy to check or calibrate portable indicating instruments. The secondary standard will be on an appropriate calibration schedule not to exceed twelve months. Calibration and history records will be kept for each standard.
- (c) For parts (a) and (b) the accuracy requirements and test schedule will be determined by accepted good metering practices as described in publication of recognized organizations such as National Bureau of Standards (NBS) and the American National Standards Institute (ANSI).
- (d) Working portable standards, when regularly used, will be compared with a secondary standard at least once a month. Working standards infrequently used will be compared with a secondary standard before they are used.
- (e) The meter accuracies herein required as to all primary, secondary, and working standards will be referred to 100%. Service measuring equipment will be adjusted to within the accuracies required assuming the portable test equipment to be 100% accurate.

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Detroit, MI 48226

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(Continued from Sheet No. 12.00)

29. TESTING OF METERING EQUIPMENT

1. Demand Meters will be tested for accuracy:
 - (a) before the meter is placed in service.
 - (b) after 2 years of service, if they are of the recording type, but it is not required if they are of the pulse operated type and the demand reading is checked against the steam meter reading each billing cycle.
 - (c) when they are suspected of being inaccurate or damaged.
 - (d) when the accuracy is questioned by a customer.
2. Condensate Meters and Flow Meters will be tested for accuracy:
 - (a) before the meter is placed in service.
 - (b) on a regular test schedule.
 - (c) when they are suspected of being inaccurate or damaged.
 - (d) when the accuracy is questioned by the customer.
 - (e) when deemed appropriate by the Company.
3. The test of any unit of metering equipment will consist of a comparison of its accuracy with a standard of known accuracy. Units not properly connected or not meeting the accuracy or other requirements of these meter and metering equipment rules at the time of the test will be reconnected and rebuilt to meet such requirements and adjusted to within the required accuracy and as close to 100% accurate as practical or their use discontinued.
4. The Company will make a test of any metering installation upon request of the customer if 12 months or more have elapsed since the last test of the meter in the same location. The test will consist of a test for accuracy, a check of the register, and a check of the meter connections on the customer's premises.

30. METERING EQUIPMENT RECORDS

1. A complete record of the most recent test of all metering equipment will be maintained. This record will show information to identify the unit and its location; equipment with which the device is associated; the date of test; reason for the test; readings before and after the test; a statement of "as found" and "as left" accuracies sufficiently complete to permit checking of the calculations employed; indications showing that all required checks have been made; a statement of repairs made, if any, and identification of the testing standards and the person making the test.
2. The Company will keep a record of each unit of metering equipment showing when the unit was purchased; its cost; the Company's identification; associated equipment, essential nameplate data, date of the last test, the results and location where installed with dates of installation and removal.

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Detroit Thermal, LLC
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(Continued from Sheet No. 13.00)

31. DETERMINATION OF AVERAGE METER ERRORS

Whenever a meter is found upon any test to have an error of more than 2.0% fast, or 4.0% slow, an adjustment of the bills rendered during the period of inaccuracy shall be made in cases of over-registration, and may be made in the case of under registration.

1. If the date when the error in registration began can be determined, such date shall be the starting point for determination of the amount of the adjustment.
2. If the date when the error in registration began cannot be determined, it shall be assumed that the error has existed for a period equal to one-half the time lapsed since the meter was installed, or the last test, whichever is later.
3. Recalculation of bills shall be on the basis of actual monthly consumption.
4. When the error cannot be determined by test, because of failure of part or all of the metering equipment, the adjustment should be estimated on registration of check metering installations or other available data.

32. A METER BYPASS SYSTEM

A meter bypass system shall be installed on the customer's premises for the purpose of permitting the Company removal of the steam meter for testing or other purposes. This bypass system shall be customer owned and maintained. When the meter bypass system is in use, customer shall allow the Company to have access to use information for billing purposes for the period when primary metering is unavailable.

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541 Madison Ave.
Detroit, MI 48226



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STEAM SERVICE RATE SCHEDULES

33. General

Rate Classes

The Company has four Steam Service rate classes; the Small Volume (SV) rate class, the Medium Volume (MV) rate class, the Large Volume (LV) rate class and the Extra-Large Volume (XLV) rate class.

Rate Class Selection

Each Customer shall be assigned an applicable rate class based on that Customer's Average Annual Steam Consumption. A Customer's Average Annual Steam Consumption shall be determined by calculating the simple average of the Customer's prior thirty-six (36) months of steam consumption. A Customer must remain in the assigned rate class for a period of twelve (12) months. Prior to the conclusion of the twelve (12) month period, the Company shall recalculate the Customer's Average Annual Steam Consumption.

If a Customer does not have thirty-six (36) months of prior steam consumption history, then the Company shall estimate that Customer's Average Annual Steam Consumption. Until a Customer accumulates thirty-six (36) months of steam consumption history, the Company may re-estimate the Customer's Average Annual Steam Consumption based upon then currently available data and re-assign the Customer to the appropriate rate class based upon the revised estimate.

Rules Applicable

Service under all Rate Classes shall be subject to the Rules and Regulations of the Company.

Character of Service

See General Rules, Rule 4.

Metering

See Metering and Metering Equipment, Rules 22-32.

Late Payment Charge

See General Rules, Rule 15.

Taxes

All taxes levied by the City, County, State, or Federal governmental agencies on the sale of steam, including but not limited to the State of Michigan Sales Tax and the City of Detroit Utility Users Tax, will be added to the total cost of steam delivered.

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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33.1 Small Volume (SV) Service Rate

Availability of Service

Subject to limitations and restrictions contained in orders of the MPSC in effect from time to time and in the Rules and Regulations of Company, steam service under the Small Volume rate schedule is available to any Customer that:

- (i) is located on the Company's existing steam distribution system having adequate capacity and suitable pressure to serve the service address;
- (ii) has an Average Annual Steam Consumption less than or equal to Ten Thousand (10,000) Mlbs.; and
- (iii) has not entered into a special contract for steam service with the Company.

Small Volume Steam Service Rate

The Small Volume Steam Service Rate charged for each month for steam delivered pursuant to the Small Volume Service rate class shall be equal to the sum of the Small Volume Base Rate set forth below and the Actual Steam Supply Cost Recovery ("SSCR") Factor billed for the corresponding month as set forth in Table 34.1 plus any applicable taxes.

Small Volume Base Rate

Small Volume Base Rate: \$18.84 per 1,000 pounds of steam (Mlb).

Steam Supply Cost Recovery Charge

The Small Volume Service Rate is subject to adjustment for fluctuations in the cost of steam supply as stated in Rule 35 of the applicable Rules and Regulations of Company. The Steam Supply Cost Recovery Factors are shown on Sheet No. 16.00. The Steam Supply Cost Recovery Factors are subject to further adjustment pursuant to the Quarterly Steam Supply Cost Recovery Factor Price Adjustment (Contingency) Mechanism. See Steam Service Rate Schedule, Rule 34.

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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33.2 Medium Volume (MV) Service Rate

Availability of Service

Subject to limitations and restrictions contained in orders of the MPSC in effect from time to time and in the Rules and Regulations of Company, steam service under the Medium Volume rate schedule is available to any Customer that:

- (i) is located on the Company's existing steam distribution system having adequate capacity and suitable pressure to serve the service address;
- (ii) has an Average Annual Steam Consumption greater than Ten Thousand (10,000) Mlbs. but less than or equal to Fifty Thousand (50,000) Mlbs.; and
- (iii) has not entered into a special contract for steam service with the Company.

Medium Volume Steam Service Rate

The Medium Volume Steam Service Rate charged for each month for steam delivered pursuant to the Medium Volume Service rate class shall be equal to the sum of the Medium Volume Base Rate set forth below and the Actual Steam Supply Cost Recovery ("SSCR") Factor billed for the corresponding month as set forth in Table 34.1 plus any applicable taxes.

Medium Volume Base Rate

Medium Volume Base Rate: \$15.59 per 1,000 pounds of steam (Mlb).

Steam Supply Cost Recovery Charge

The Medium Volume Service Rate is subject to adjustment for fluctuations in the cost of steam supply as stated in Rule 35 of the applicable Rules and Regulations of Company. The Steam Supply Cost Recovery Factors are shown on Sheet No. 16.00. The Steam Supply Cost Recovery Factors are subject to further adjustment pursuant to the Quarterly Steam Supply Cost Recovery Factor Price Adjustment (Contingency) Mechanism. See Steam Service Rate Schedule, Rule 34.

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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33.3 Large Volume (LV) Service Rate

Availability of Service

Subject to limitations and restrictions contained in orders of the MPSC in effect from time to time and in the Rules and Regulations of Company, steam service under the Large Volume rate schedule is available to any Customer that:

- (i) is located on the Company's existing steam distribution system having adequate capacity and suitable pressure to serve the service address;
- (ii) has an Average Annual Steam Consumption greater than Fifty Thousand (50,000) Mlbs. but less than or equal to One Hundred Thirty-Five Thousand (135,000) Mlbs.; and
- (iii) has not entered into a special contract for steam service with the Company.

Large Volume Steam Service Rate

The Large Volume Steam Service Rate charged for each month for steam delivered pursuant to the Large Volume Service rate class shall be equal to the sum of the Large Volume Base Rate set forth below and the Actual Steam Supply Cost Recovery ("SSCR") Factor billed for the corresponding month as set forth in Table 34.1 plus any applicable taxes.

Large Volume Base Rate

Large Volume Base Rate: \$12.09 per 1,000 pounds of steam (Mlb).

Steam Supply Cost Recovery Charge

The Large Volume Service Rate is subject to adjustment for fluctuations in the cost of steam supply as stated in Rule 35 of the applicable Rules and Regulations of Company. The Steam Supply Cost Recovery Factors are shown on Sheet No. 16.00. The Steam Supply Cost Recovery Factors are subject to further adjustment pursuant to the Quarterly Steam Supply Cost Recovery Factor Price Adjustment (Contingency) Mechanism. See Steam Service Rate Schedule, Rule 34.

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Detroit Renewable Energy LLC
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Detroit, MI 48211



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Case No. U-18131

33.4 Extra-Large Volume (XLV) Service Rate

Availability of Service

Subject to limitations and restrictions contained in orders of the MPSC in effect from time to time and in the Rules and Regulations of Company, steam service under the Extra-Large Volume rate schedule is available to any Customer that:

- (i) is located on the Company's existing steam distribution system having adequate capacity and suitable pressure to serve the service address;
- (ii) has an Average Annual Steam Consumption greater than One Hundred Thirty-Five Thousand (135,000) Mlbs.; and
- (iii) has not entered into a special contract for steam service with the Company.

Extra-Large Volume Steam Service Rate

The Extra-Large Volume Steam Service Rate charged for each month for steam delivered pursuant to the Extra-Large Volume Service rate class shall be equal to the sum of the Extra-Large Volume Base Rate set forth below and the Actual Steam Supply Cost Recovery ("SSCR") Factor billed for the corresponding month as set forth in Table 34.1 plus any applicable taxes.

Extra-Large Volume Base Rate

Extra-Large Volume Base Rate: \$6.09 per 1,000 pounds of steam (Mlb).

Steam Supply Cost Recovery Charge

The Extra-Large Volume Service Rate is subject to adjustment for fluctuations in the cost of steam supply as stated in Rule 35 of the applicable Rules and Regulations of Company. The Steam Supply Cost Recovery Factors are shown on Sheet No. 16.00. The Steam Supply Cost Recovery Factors are subject to further adjustment pursuant to the Quarterly Steam Supply Cost Recovery Factor Price Adjustment (Contingency) Mechanism. See Steam Service Rate Schedule, Rule 34.

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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Case No. U-18131

4. Steam Supply Cost Recovery Factors

The listed monthly Steam Supply Cost Recovery ("SSCR") factors are authorized pursuant to the Steam Supply Cost Recovery Clause, Rule 35.

Table 34.1

Month	Year	Base SSCR Factor \$/Mib.	+	Incremental Contingent SSCR Factor \$/Mib.	=	Maximum Allowable SSCR Factor \$/Mib.	Actual SSCR Factor Billed \$/Mib.
April	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ 13.66
May	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ 13.66
June	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ 13.66
July	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
August	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
September	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
October	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
November	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
December	2017	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
January	2018	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
February	2018	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -
March	2018	\$ 13.66	+	\$ -	=	\$ 13.66	\$ -

The Actual SSCR Factor Billed shall not exceed the Maximum Allowable SSCR Factor for the corresponding month. During any month of the SSCR Plan Year, the Company may elect to bill any SSCR factor equal to or less than the Maximum Allowable SSCR Factor for the corresponding month. The Maximum Allowable SSCR Factor for each month is calculated by summing the Base SSCR Factor and the Incremental Contingent SSCR Factor, if any, for the corresponding month.

The Base SSCR Factors listed in Table 34.1 contain a (\$0.00) per Mib. under-recovery surcharge applicable from prior SSCR plan periods.

The listed SSCR factors are authorized pursuant to Rule No. 35; Steam Supply Cost Recovery Clause. The SSCR Factors are subject to adjustment pursuant to the Quarterly SSCR Factor Price Adjustment (Contingency) Mechanism as shown on Sheet Nos. 19.00 and 20.00. Sheet No. 16.00 will be updated if adjustments are made pursuant to this mechanism. The Commission is authorized to approve SSCR price adjustments contingent on future events pursuant to Section 6r(6) of 2008 PA 132.

The Company will file an application with the MPSC for SSCR factors applicable to the April 2018 through March 2019 period on or before December 31, 2017 pursuant to MCL 460.6r.

The Company will file a revised Sheet No. 16.00 at least three (3) business days prior to the commencement of each month.

(Continued on Sheet No. 17.00)

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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(Continued from Sheet No. 16.00)

The Incremental Contingent SSCR Factor to be used in calculating the Company's Maximum Allowable SSCR Factor is determined as follows: (i) calculate the NYMEX Price Increase using the formula on Sheet 19.00, and (ii) locate the Incremental Contingent SSCR Factor for the corresponding quarter of the SSCR Plan period and NYMEX Price Increase in Table 35.1 on Sheet No. 20.00. The applicable Incremental Contingent SSCR Factor is then added to the Company's Base SSCR Factor to calculate the SSCR Factor Ceiling for the remainder of the SSCR Plan period, unless a subsequent NYMEX Price Increase results in the application of a higher Incremental Contingent SSCR Factor in succeeding quarters of the SSCR Plan year.

35. Steam Supply Cost Recovery ("SSCR") Clause

a. Applicability of Clause

All rates for steam service, unless otherwise provided in the applicable Rate Schedule, shall include a monthly Steam Supply Cost Recovery ("SSCR") Factor to allow the Company to recover the Booked Cost of Steam sold by Company.

b. Booked Cost of Steam

- (1) Booked cost of steam, as used in this Rule, includes the following as expensed on the books of the Company.
 - a. Retail Gas Purchases: All Costs for gas service including customer charges, distribution charges, and gas cost recovery factor.
 - b. Wholesale Gas Purchases: Costs for gas purchases including the contract cost of gas, transportation fuel, pipeline transportation fees, and any local transportation or distribution fees.
 - c. Storage Gas Charges: Cost of gas, fuel, gas injection fees, withdrawal fees, and associated transportation fees.
 - d. Hedging: The cost of Commission approved financial hedging instruments such as futures and options, including premiums, settlement gains and losses, and commodity exchange and administration fees.
 - e. Steam Purchases: All costs for steam purchases including customer charges, distribution charges, and associated transportation fees.
 - f. Other fuel purchases: Costs for other fuel purchases including but not limited to any costs for: coal, wood, garbage, tires, waste oil, fuel oil or other materials used as a fuel for the production of steam, and all customer charges, distribution charges, and associated transportation and storage fees.

(Continued on Sheet No. 18.00)

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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(Continued from Sheet No. 17.00)

(2) Booked cost of steam, as used in this rule, specifically excludes the following items:

- a. Natural gas used by the Company for purposes other than producing or distributing steam at the annual average booked cost of gas purchased.
- b. Steam used by the Company for purposes other than producing or distributing steam at the annual average booked cost of steam sold.
- c. Other fuels used by the Company for purposes other than producing or distributing steam.
- d. Contract, tariff and other penalties, unless the Customers of the Company benefit as a result of payment of such penalties.

c. Billing

- (1) In applying the SSCR Factor, per Mlb., any fraction of \$0.01 shall be rounded to the nearest \$0.01.
- (2) Each month the Company shall include in its rates a SSCR factor up to the Maximum Allowable SSCR Factor authorized by the Commission as shown on Sheet. No. 16.00.
- (3) The SSCR Factor shall be the same per Mlb. for each billed tariff customer. The factor shall be placed into effect in the first billing cycle of each monthly billing period and shall continue in effect throughout all cycles in each monthly billing period.
- (4) The SSCR Factor shall appear on all tariff customer bills.

d. General Conditions

- (1) At least three (3) business days prior to the commencement of the first billing cycle for the corresponding month, the Company shall give the MPSC Staff written notice of the actual factor to be billed to its customers.
- (2) This Steam Supply Cost Recovery Clause is authorized by the provisions of 2008 P.A. 132. A copy of that Act is available for public inspection at the business office of the Company. The Company will provide a copy of the Act to any customer upon request.

(Continued on Sheet No. 19.00)

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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(Continued from Sheet No. 18.00)

e. Quarterly SSCR Factor Price Adjustment (Contingency) Mechanism

The SSCR Factors listed in Steam Rate Schedule, Rule 34, Sheet No. 16.00, may be increased on a quarterly basis for the remaining months of the SSCR Plan year, contingent upon a NYMEX Price Increase. A NYMEX Price Increase is calculated using the following formula:

$$\text{NYMEX Price Increase} = (\underline{X} - \underline{X}_{plan})$$

- \underline{X} = the simple average of the actual NYMEX monthly natural gas futures contract prices, (\$/MMBtu), for the remaining months of the SSCR Plan period (averaged over the first five trading days of the month prior to implementation).
- \underline{X}_{plan} = the simple average of the natural gas futures prices incorporated in the calculation of the SSCR Plan for the remaining months of the SSCR Plan period. The averages for each quarter of the SSCR Plan year are listed at the top of the table on Sheet No. 20.00.

Prior to the beginning of each quarter the Company shall file a notice with the MPSC identifying the Incremental Contingent SSCR Factor to be included in the calculation of the Company's SSCR Factor Ceiling. See Steam Rate Schedule, Rule 34. The filing shall include all supporting documents necessary to verify the Incremental Contingent SSCR Factor, including the calculation of the five-day average of the NYMEX strip for the remaining months of the SSCR Plan year, and a copy of the published NYMEX futures price sheets for the first five trading days of the applicable month, such sheets being an authoritative source used by the gas industry.

(Continued on Sheet No. 20.00)

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By: J. Haak, Vice President
Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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(Continued from Sheet No. 19.00)

The Incremental Contingent SSCR Factors set forth in Table 35.1 are authorized for the SSCR Plan Year beginning on April 1, 2017 and ending on March 31, 2018:

Table 35.1					
Plan NYMEX (X_{plan})		Apr-Mar 1st Q	Jul-Mar 2nd Q	Oct-Mar 3rd Q	Jan-Mar 4th Q
		\$ 3.4760	\$ 3.4989	\$ 3.5405	\$ 3.5947
NYMEX Price Increase $X - X_{plan}$		SSCR Contingency Conversion Factors (MMBtu) / (Mlb)			
		0.731	0.717	0.734	0.719
Greater than or Equal to	But Less than	Incremental Contingent SSCR Factors \$ per Mlb.			
\$0.00	\$0.10	\$ -	\$ -	\$ -	\$ -
\$0.10	\$0.20	\$ 0.073	\$ 0.072	\$ 0.073	\$ 0.072
\$0.20	\$0.30	\$ 0.146	\$ 0.143	\$ 0.147	\$ 0.144
\$0.30	\$0.40	\$ 0.219	\$ 0.215	\$ 0.220	\$ 0.216
\$0.40	\$0.50	\$ 0.292	\$ 0.287	\$ 0.294	\$ 0.288
\$0.50	\$0.60	\$ 0.365	\$ 0.359	\$ 0.367	\$ 0.360
\$0.60	\$0.70	\$ 0.438	\$ 0.430	\$ 0.441	\$ 0.432
\$0.70	\$0.80	\$ 0.511	\$ 0.502	\$ 0.514	\$ 0.503
\$0.80	\$0.90	\$ 0.584	\$ 0.574	\$ 0.587	\$ 0.575
\$0.90	\$1.00	\$ 0.658	\$ 0.645	\$ 0.661	\$ 0.647
\$1.00	\$1.10	\$ 0.731	\$ 0.717	\$ 0.734	\$ 0.719
\$1.10	\$1.20	\$ 0.804	\$ 0.789	\$ 0.808	\$ 0.791
\$1.20	\$1.30	\$ 0.877	\$ 0.860	\$ 0.881	\$ 0.863
\$1.30	\$1.40	\$ 0.950	\$ 0.932	\$ 0.955	\$ 0.935
\$1.40	\$1.50	\$ 1.023	\$ 1.004	\$ 1.028	\$ 1.007
\$1.50	\$1.60	\$ 1.096	\$ 1.076	\$ 1.102	\$ 1.079
\$1.60	\$1.70	\$ 1.169	\$ 1.147	\$ 1.175	\$ 1.151
\$1.70	\$1.80	\$ 1.242	\$ 1.219	\$ 1.248	\$ 1.223
\$1.80	\$1.90	\$ 1.315	\$ 1.291	\$ 1.322	\$ 1.295
\$1.90	\$2.00	\$ 1.388	\$ 1.362	\$ 1.395	\$ 1.366
\$2.00	\$2.10	\$ 1.461	\$ 1.434	\$ 1.469	\$ 1.438
\$2.10	\$2.20	\$ 1.534	\$ 1.506	\$ 1.542	\$ 1.510
\$2.20	\$2.30	\$ 1.607	\$ 1.578	\$ 1.616	\$ 1.582
\$2.30	\$2.40	\$ 1.680	\$ 1.649	\$ 1.689	\$ 1.654
\$2.40	\$2.50	\$ 1.753	\$ 1.721	\$ 1.762	\$ 1.726
\$2.50	\$2.60	\$ 1.827	\$ 1.793	\$ 1.836	\$ 1.798
\$2.60	\$2.70	\$ 1.900	\$ 1.864	\$ 1.909	\$ 1.870
\$2.70	\$2.80	\$ 1.973	\$ 1.936	\$ 1.983	\$ 1.942
\$2.80	\$2.90	\$ 2.046	\$ 2.008	\$ 2.056	\$ 2.014
\$2.90	\$3.00	\$ 2.119	\$ 2.080	\$ 2.130	\$ 2.086

(Continued on Sheet No. 21.00)

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Detroit Renewable Energy LLC
5700 Russell Street
Detroit, MI 48211



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f. Standard Procedures for SSCR Over/Under Recoveries

(1) Applicability of Steam Supply Cost Recovery Clause Standard Refund Procedures

SSCR Over/Under Recoveries by the Company arising from the annual SSCR Reconciliation shall be reported in accordance with the provisions of the 2008 PA 132.

(2) Over and Under Recoveries

Any SSCR over-recoveries and Commission-ordered disallowances associated with a prior SSCR period shall be subtracted from the Company's projected Steam Supply Costs in the calculation of the Company's SSCR Factor in subsequent SSCR period(s) in accordance with Section 6r(13) of 2008 PA 132.

Any SSCR under-recoveries associated with a prior SSCR period (including any estimated under-recoveries) shall be added to the Company's projected Steam Supply Costs in the calculation of the Company's SSCR Factor in subsequent SSCR period(s) in accordance with Section 6r(14) of 2008 PA 132.

36. Standard Refund Procedures for Steam Supply Cost Recovery and Supplier Refunds

a. Receipt of Refunds by the Company

(1) Supplier Refunds

By April 15 of each year, the Company shall notify the Commission Staff of any supplier refunds (other than a routine billing adjustment) received during the prior twelve months ended March 31. The notification shall be in the form of a letter, and include:

- (a) The amount of each refund, including interest.
- (b) The date each refund was received.
- (c) The source and reason for each refund.
- (d) The period covered by each refund (historical period).

Additionally, if any portion of any refunds is properly allocable to non-SSCR customers, this amount, along with any calculations of deductions, shall also be included in the written notification.

(Continued on Sheet No. 22.00)

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By: R. Dilley, Controller
Detroit Thermal, LLC
541 Madison Ave.
Detroit, MI 48226

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(Continued from Sheet No. 21.00)

Failure of the Company to report to the Commission Staff by the April 15 deadline shall result in an interest penalty of 50% over the normal authorized rate of return on common equity for the period of time that the Company fails to comply with the refund notification requirement.

(2) Steam Supply Cost Recovery (SSCR) Plan Reconciliation

Over/(under)-recovery amounts arising from the annual SSCR Reconciliation shall be reported in accordance with the provisions of 2008 PA 132.

b. Refund Allocation

(1) Supplier Refunds

Supplier refunds shall be allocated between SSCR and Non-SSCR customers on the basis of actual consumption during the historical refund period.

c. Refund Pass-Through

(1) To SSCR Customers [Roll-in Methodology]

All supplier refunds allocable to SSCR customers shall be reflected as adjustments to the SSCR Cost of Steam Supply in the month received and should be included in "Purchased and Produced." Adjustments to prior year's SSCR under- or over-recoveries and any Commission-ordered disallowances associated with a prior SSCR period, along with all other refund liabilities will be reflected separately below the cost of steam sold line for the month of effect, in order that they may be included in the month-to-month rolling over/(under)-recovery balance for purposes of interest calculation.

The Company shall maintain records as to the source amount and timing of each roll-in component.

Interest shall be accrued on the month-to-month rolling over/(under)-recovery balance at the rates specified in 2008 PA 132.

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These sheets are held for future use.

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541 Madison Ave.
Detroit, MI 48226

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